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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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Billy Ting, Duoc Vo, Garry Huang, Jeffrey Wang, :  
Joshua Chin, and Willy Ngo on behalf of : Civil Action No.: 23-cv-09694  
themselves and all other similarly situated :  
Plaintiffs, :  
: **CLASS ACTION**  
v. :  
: **AMENDED COMPLAINT**  
MADE EVENT, LLC, AVANT GARDNER LLC :  
: **JURY TRIAL DEMANDED**  
Defendant. :  
:-----x

Plaintiffs Billy Ting, Duoc Vo, Garry Huang, Jeffrey Wang, Joshua Chin, and Willy Ngo (collectively “Plaintiffs”), on behalf of themselves all other similarly situated (the “Class Members”), by and through their attorneys DGW Kramer LLP, file this class action complaint as to and against Defendants EZ Festivals LLC (“EZ Festivals”), Made Event LLC (“Made Event”) and Avant Gardner, LLC (“Avant Gardner”) (collectively, “Defendants”) aver as follows:

**INTRODUCTION**

1. This is a consumer class action on behalf of about 75,000 people who purchased tickets and incurred additional expenses to attend a three-day event organized and hosted by Defendants, only to find out at the last minute that the event was partially cancelled and oversold, grossly understaffed, and as a result the attendees were either denied entry to the entirety or portions of the event.

2. During the Labor Day Weekend of 2023, Avant Gardner and Made Event organized and hosted the event “Ezoo 2023.”

3. “Ezoo” or “Electric Zoo” is the largest annual electronic dance music (“EDM”) festival in New York City.

4. Ezoo takes place every year over Labor Day weekend on Randall’s Island.

5. Ezoo is a spectacular event that draws in tens of thousands of attendees from New York and other regions across the United States, featuring many of the top EDM artists for a three day festival of music, lasers, and pyrotechnics.

6. Normally this event is a transcendental audio-visual festival that creates everlasting thrilling memories for tens of thousands of EDM fans from across the United States.

7. And while it did create everlasting memories in 2023, the memories created were not the ones which ticket holders were looking forward to.

8. The rollout of Ezoo 2023 was nothing short of an absolute fiasco, (many calling Ezoo 2023 as “Fyre Festival 2.0,” referencing the fraudulent luxury music festival founded by con artist Billy McFarland and rapper Ja Rule), with the Friday festivities cancelled entirely, the Saturday festivities marred by late start and poor staffing, resulting in many people not even able to pick up their tickets, and the Sunday festivities spoiled by long lines, massive overcrowding, and a literal stampede of people when it was discovered that the organizers oversold tickets.

9. By virtue of the foregoing, Plaintiff, and everyone else who attended or purchased tickets to attend Ezoo 2023 (the “Class”), have been damaged, including but not limited to the price of the tickets, and the costs of airfare, accommodations, transportation, and use of personal time off.

**PARTIES, JURISDICTION, AND VENUE**

10. Plaintiffs are natural persons residing in various different states in the United States including New York State.

11. The proposed Class consists of all individuals who attended Ezoo 2023. Upon information and belief, there are about 75,000 individuals within the Class definition. While the Class consists of residents from multiple states, upon information and belief a substantial portion of attendees are residents of New York State.

12. Defendant Avant Gardner is a domestic limited liability company, organized and existing under the laws of the State of New York with its principal place of business in the State of New York.

13. Defendant EZ Festivals LLC is a Delaware limited liability company that is registered to do business in New York with its principal place of business in the State of New York.

14. Defendant Made Event is a domestic limited liability company, organized and existing under the laws of the State of New York with its principal place of business in the State of New York.

15. Defendants Joh Does 1-10, are individuals with said names being unknown and fictitious, who participated in the events as described herein.

16. This Court has jurisdiction over Defendant Avant Gardner, as at all times relevant Avant Gardner domiciled and still domiciles in the State of New York.

17. This Court has jurisdiction over Defendant Made Event, as at all times relevant Avant Gardner domiciled and still domociles in the State of New York.

18. Venue is proper under N.Y. C.P.L.R. § 503(a) as a substantial part of the events or omissions giving rise to the claims asserted in this action occurred in this county.

## **FACTUAL ALLEGATIONS**

### **A. Background**

19. “Ezoo” or “Electric Zoo” is an electronic music festival that takes place every year over Labor Day weekend in New York City on Randall's Island.

20. This recurring event, which began in 2009, features top acts from around the world in the electronic dance music (EDM) genre, including various subgenres like house, trance, techno, drum and bass, dubstep, and more.

21. Ezoo is the largest and most well-known EDM festival in New York City.

22. The event features five different stages with simultaneous live performances, vendors selling food and merchandise, art installations, and a jubilant and festive atmosphere fitting for a holiday weekend.

23. At each of the stages, there are iconic musical performances consisting of symphonic crescendos of electronic music, ranging from the soul-stirring pulses of deep house to the rapid-fire rhythms of trance and techno, supplemented by awe inspiring visual laser light shows, pyrotechnics, and fireworks.

24. The event features many of the most famous EDM artists from around the world including but not limited to Alesso, Galantis, Gryffin, Kaskade, Marshmello, Martin Garrix, Said the Sky, San Holo, The Chainsmokers, Tiesto, and Zedd.

25. For these reasons, Ezoo is an incredibly popular event, drawing tens of thousands of New Yorkers every year.

26. The event is ordinarily so spectacular that it also draws large numbers of attendees from around the country, with many purchasing a weekend package and attending the event on Friday, Saturday and Sunday.

27. Ezoo also offered single day passes, allowing prospective attendees the option to attend only one of the three days of the event.

28. Ezoo has historically been organized, promoted, and hosted by Made Event, which was previously owned by LiveStyle, Inc.

29. In the summer of 2022, Avant Garnder purchased Made Event from LiveStyle, and thereafter became an organizer of Ezoo, including Ezoo 2023.

30. A three-day pass to Ezoo 2023 was sold at \$341, while the prices for single-day passes ranged from \$164 to \$168 each.

**B. Friday: September 1, 2023**

31. The first day of Ezoo 2023 was scheduled for Friday September 1, 2023.

32. According to the advertised schedule, the day's festivities were supposed to start at 1:00 PM.

33. Prior to, and in connection with the promotion of Ezoo 2023, Defendants distributed a schedule listing all the artists who were expected to be perform on each day.

34. Many famous EDM artists were listed as headliners for Friday, including but not limited to Galantis, The Chainsmokers, Acraze, Excision, and Kaskade among many others.

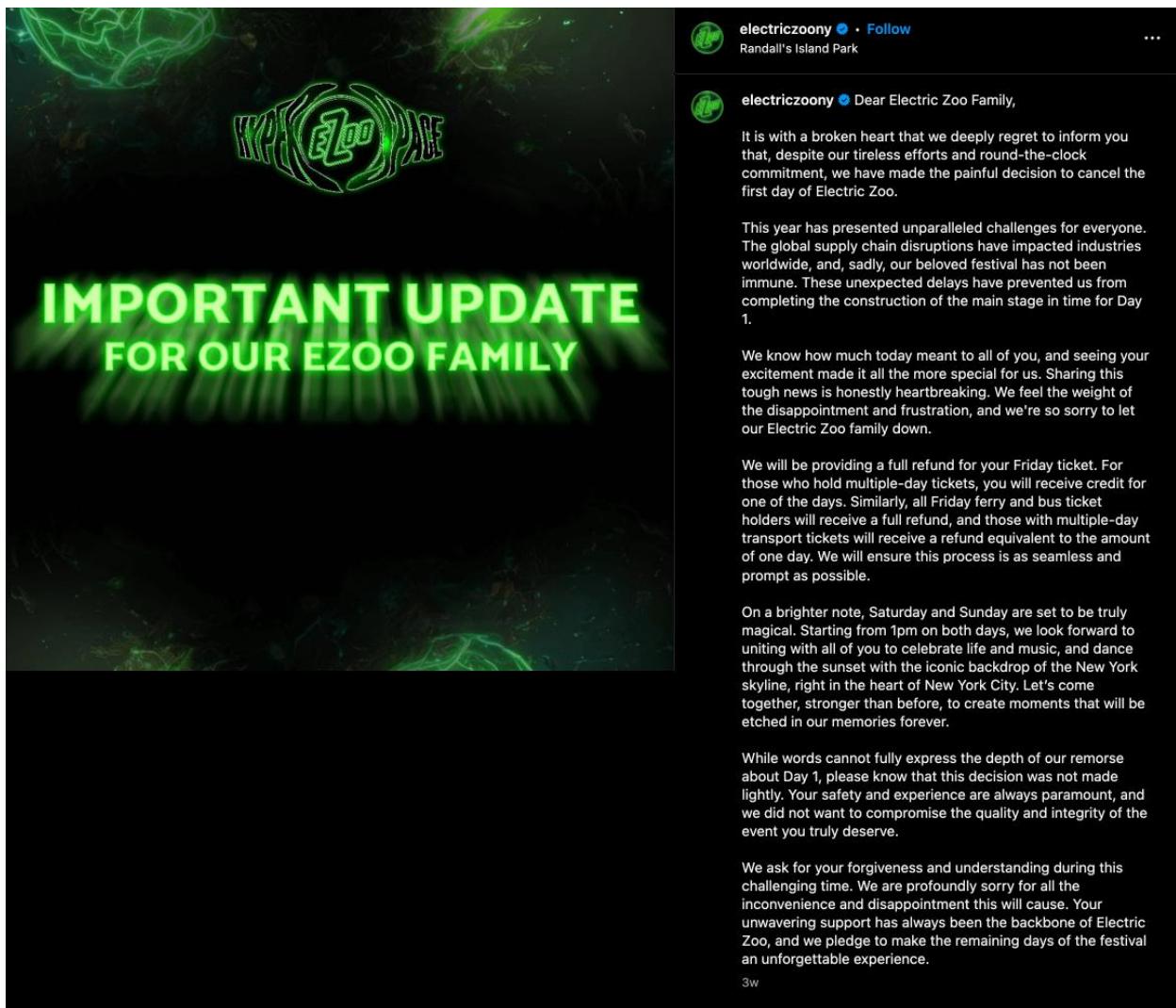
35. During the weeks preceding the event, Defendants made continuous social media posts to reach potential attendees, hyping up the event and generating enthusiasm and excitement.

36. Not a single whisper was mentioned that would suggest that anything was amiss.

37. Consequently, tens of thousands of people from across the United States traveled to New York City, excited to attend their first day of Ezoo 2023.

38. Many prospective attendees waited for the set lists before deciding to purchase their tickets for either Friday or Saturday based on the scheduled artists performing.

39. On Friday September 1, 2023, *mere hours* before Ezoo 2023 was scheduled to begin, Defendants posted on their social media pages that they had “made the painful decision to cancel the first day of Electric Zoo”:



40. According to the message, the Defendants had made “tireless efforts and round-the-clock commitment” but were unable to go ahead with Friday because of “unparalleled challenges” due to “global supply chain disruptions” which caused “unexpected delays” in the completion of the main stage in time for Day 1.

41. Ezoo is just one of several major EDM festivals that take place in the United States every year.

42. Other major multi-day EDM festivals include EDC Las Vegas, EDC Orlando, Dreamstate, and Ultra Music Festival Miami.

43. *None of these other major EDM festivals were delayed because of the so called ‘global supply chain disruptions.’*

44. Upon information and belief, the real reasons for the delays in completion were because of Ezoo’s attempts to increase their own profits by decreasing expenses, including the hiring of less experienced, non-union contractors for the assembling of the stages and the inexperience of the new management team responsible for coordinating with respect to the setting up of the event.

45. Therefore, the cancellation was not actually due to any sort of “global supply chain disruptions” but purely as a consequence of the organizers’ own negligence and avarice.

46. Tens of thousands of people had taken off from work Thursday and Friday of that week, and booked hotel accommodations in New York City starting Thursday night if not earlier, in anticipation of a three-day EDM festival or specifically for the Friday set list which contained many of the most distinguished EDM artists in America.

47. Defendants apologized, claiming that they did not want to “compromise the quality and integrity of the event” but that the Saturday and Sunday events were still going to go ahead and that they would be starting at “1pm on both days.”

48. Defendants pledged “to make the remaining days of the festival an unforgettable experience.”

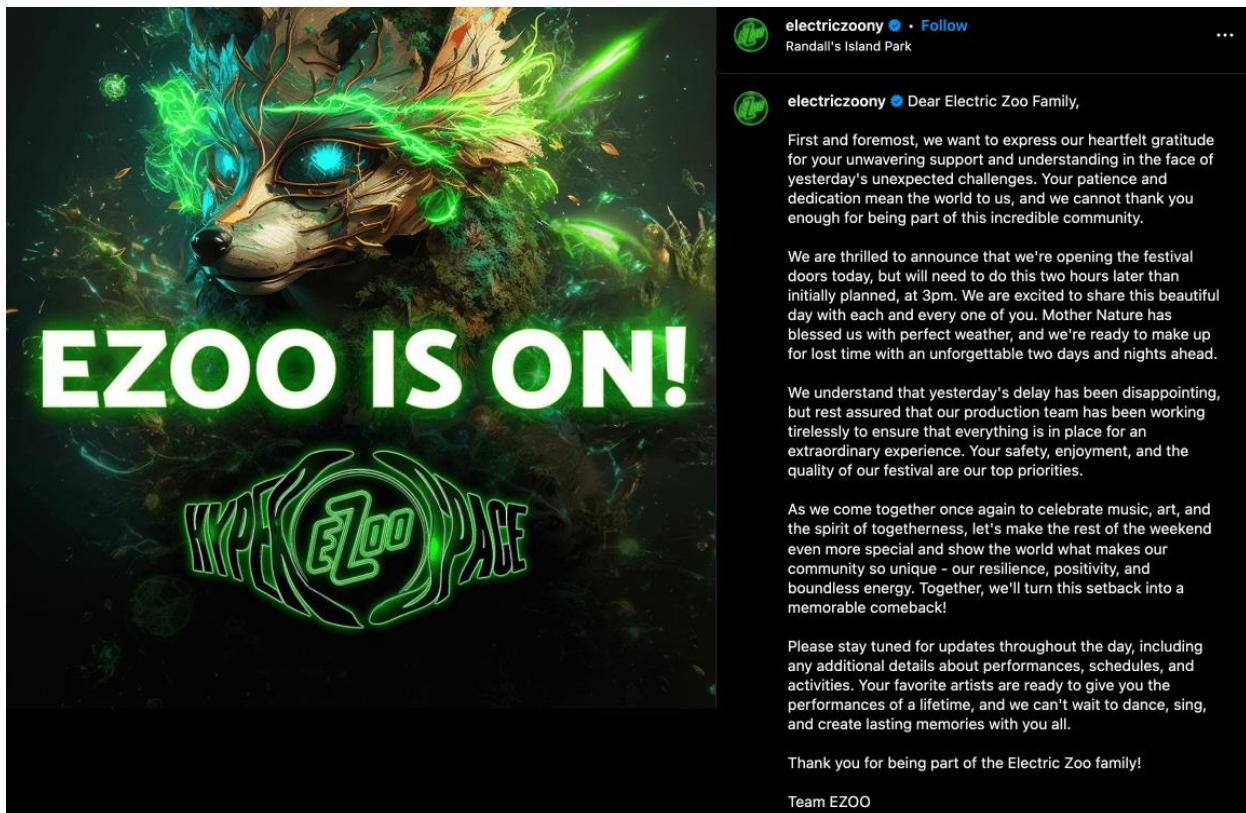
**C. Saturday: September 2, 2023**

49. The second day of Ezoo 2023 was scheduled to begin on Saturday September 2, 2023, at 1:00 PM.

50. In fact, as late as Friday, September 1, 2023, Defendants told the public that Saturday was going to begin as scheduled.

51. It did not.

52. Instead, just a few hours before the scheduled start time, Defendants again posted on their social media accounts that the start time was postponed to 3:00 PM, *with no corresponding change in the end time:*



53. At or around 3:00 PM, on September 2, 2023, the gates opened for Ezoo 2023 and the festival finally started, at least for *some* of the purchasers.

54. Other attendees, in the thousands, were not so fortunate because they were still waiting to pick up their wristbands on the Will Call cline in order to enter the festival.

55. The tickets for Ezoo 2023 came in the form of wristbands.

56. While some attendees, they received their wristbands in the mail before the start of the event, others had to pick up their wristbands in person on the day of the event at the Will Call booth.

57. The organizers *could have* begun distributing Will Call wristbands on Friday September 1, 2023, but they did not.

58. Alternatively, if they did, they failed to inform attendees that despite the Friday event had been canceled, wristbands were still available for pick up at the Will Call booth.

59. More critically, Defendants *did not hire sufficient staff* to ensure a smooth distribution of the wristbands. Thousands of people found themselves in an interminably long line that barely moved as the hours ticked by.

60. As a result, some of these attendees waited in line for five, six, or even *seven* hours to receive their wristbands. Combined with the late start time (3:00 PM), this means many attendees could not get into Ezoo on Saturday until the Saturday event was almost completely concluded (11:00 PM), and missed all or nearly all the artists that they had been looking forward to seeing.

61. Other attendees waited for multiple hours, *and never got inside.*

62. As for those who had their wristbands and were able to make it inside, the experience was also disastrous in a different way.

63. For the first several hours after the event opened up, there was a shortage of staff conducting security checks to allow people entry.

64. Consequently, many people waited hours in line for security checks.

65. Once inside, instead of being treated to the awe-inspiring spectacle advertised, attendees witnessed incomplete stages undergoing assembly, blacked out television screens with no visual displays, and glitchy audio systems that would cut out.

66. During one of the sets of a major headliner, the audio system cut off entirely for several minutes.

67. Despite having had an additional day and an additional two hours of time, Defendants *had not yet finished setting up the Convergence Stage, a.k.a. the main stage* (the “Main Stage”).

68. Another alarming situation was the poor attention paid to crowd control and crowd flow.

69. In previous Ezoo events, the Main Stage was designed to be a wide open space where people were free to enter and exit with relative ease from both the back and the sides.

70. But Defendants had made major changes this time, creating several artificial bottlenecks that made entering and exiting the Main Stage nearly impossible. People who were inside the main stage found themselves unable to exit, and those on the outside found themselves unable to make their way towards the center or front of the stage, in large part because those who were already inside had no easy means of exiting through the sides as was the case at previous Ezoops.

71. Thus the “lucky” attendees who were able to get into Ezoo while there was still some daylight remaining found themselves either *trapped* in the Main Stage with no viable or conveniently available egress and therefore lost the opportunity to see other performers at other

stages, or alternatively had no choice but to remain at the very back of the Main Stage to avoid the impossible to navigate crowded space.

72. At the same time, because of the faulty supplemental audio-visual equipment and setups, those at the back of the Main Stage were denied the ability to fully immerse in and enjoy the music that was playing from the headliner Main Stage artists.

**D. Sunday: September 3, 2023**

73. On Sunday, September 3, 2023, outdoor temperatures by mid day had reached over 80 degrees, with nary a cloud in the sky.

74. At or around 1:00 PM, people started gathering at Randall's Island to line up to get inside for the last day of the festival.

75. Once again, the event was marred by a shortage of staff processing people on their way inside.

76. Defendants imposed strict guidelines regarding what can and cannot be brought into the venue, and prohibited attendees from bringing outside beverages, even water, into the venue.

77. This resulted in tens of thousands of people waiting outside in the scorching sun without shade or cover, suffering from dehydration while waiting in the long slow-moving lines to get into the venue.

78. A very same issue present on Saturday, *i.e.*, Defendants staffed too few workers to conduct security checks, was not remedied on Sunday.

79. Instead, the problem was compounded on Sunday due to even larger numbers of attendees and hotter outside temperatures, making the wait even more taxing.

80. At or around 6:00 PM, Defendants made a shocking and unexpected announcement: that Defendants *had oversold* and there were more people than the venue had capacity for, and therefore had to stop people from entering the event.

81. This announcement was made on Defendants' social media pages as follows



82. Then at some point later in the afternoon, there was a rumor that the security was stopping *all* people from entering the venue, even those who were already on the island, notwithstanding that Defendants' social media post only addressed to people who were not already on the island.

83. At the time, there were thousands of people who had already waited in line on Randall's Island in the blistering sun for hours, some of whom had traveled across the country to get to Ezoo.

84. This caused severe agitation among the crowd, especially people towards the middle and back of the line who were not sure when, if ever, they were going to get into the festival.

85. Consequently, a surge of angry people pushed forward.

86. At that point, Defendants' staff responsible for crowd control simply left their posts.

87. This resulted in a massive flood of people entering the venue as now there was nothing stopping them from entering.

88. The corresponding stampede caught up many others who suddenly found themselves with no option *but* to join the stampede or otherwise be trampled over by an angry crowd.

89. Many people were hurt by the incident, sustaining physical injuries which went unattended because there was no longer any staff at entrance to offer assistance.

90. Once the stampede of people entered, the rest of the event was marred by an incredible amount of overcrowding in each and every stage, as the number of attendees greatly surpassed the number of people each stage was capable of accommodating.

91. The same applied to all the facilities at the venue, including the toilets and water refill stations.

92. Many more thousands of people who were on their way to attend suddenly found themselves at a loss as to what to do.

93. Many of these peoples had come to New York by train or plane, and booked accommodations through Monday, specifically to attend Ezoo, with the last day of Ezoo being an anticipate highlight.

94. They had planned to come later in the afternoon in order to avoid the long lines and blistering heat, but instead were notified that now, they were not allowed to enter the venue at all.

95. Of the tens of thousands of people who purchase Ezoo 2023 tickets, the vast majority would not have if they knew what the event was going to devolve into.

96. They would not have taken days off, and incurred the transportation and accommodation expenses on top of the cost of the event itself.

**E. Individual Plaintiff: Billy Ting**

97. Plaintiff Billy Ting is a resident of Philadelphia, Pennsylvania.

98. About a month before Ezoo, Billy saw the set lists released by Defendants.

99. After reviewing the set list, Billy decided to purchase tickets to Ezoo for Friday access.

100. Among the artists he was most excited to see perform were Griz, Kaskade, Madeon, Said the Sky, Blanke, Adventure Club, Excisioin, and Galantis.

101. On Friday, September 1, 2023, Billy took a half day off of work to attend Ezoo 2023.

102. After his shift ended, he boarded a train to New York City.

103. It was only while already on the train when Billy saw that Ezoo Friday was cancelled.

104. Billy was extremely disappointed, but was already in transit to New York and had arranged for accommodations.

105. Defendants represented that Ezoo was still going to proceed on Saturday as planned, and there were a number of artists scheduled to perform on Saturday whom Billy was a fan of.

106. Therefore, Billy then made a last-minute purchase of a one-day Ezoo pass for Saturday, as Billy tried to make the best out of the situation.

107. On Saturday, September 2, 2023, Billy arrived at the venue around 3:00 PM, right when the doors were scheduled to open, since Billy did not want to miss a single minute of the festival.

108. Billy got on the Will Call line to pick up his wristband required for entry into the venue, and then waited. And waited. And waited. Billy waited *over five hours* that day on a line that moved at a glacial pace.

109. By 8:00 PM, Billy *had still not yet received his wristband*.

110. The sun had already set, and Billy had not eaten for hours, and was still *nowhere near the front of the line.*

111. Ezoo was scheduled to end at 11:00 PM, and most of the artists Billy wanted to listen to had already finished their performances.

112. On top of that, the situation on the Will Call line had become increasingly tense. To Billy's knowledge, Defendants made no announcement of the availability of wristbands on Friday, which would have allowed Billy and other ticket holders to pick up their wristbands early, alleviating the situation.

113. Defendants staffed very few employees at the Will Call booth to process wristband distribution.

114. As the hours ticked by, it became increasingly clear that those on the Will Call line will be missing most, *if not the entirety*, of their Saturday festival access.

115. The staff who were working on managing the Will Call line were unable to answer any questions, never offered the people on line any water or beverages while they waited, and were utterly indifferent to the frustration and anger of the tense crowd.

116. As the sun set, the crowd became increasingly angry about the situation which made Billy deeply nervous and uncomfortable.

117. Finally after 8:00 PM, out of hunger, frustration, anger, and a little bit of fear, Billy decided to leave the queue and go home.

118. It was the right call.

119. A friend of his who had been waiting on the line with Billy did not receive his wristband until *10:30 PM*, just 30 minutes before the close of the event.

120. That friend only waited because he was picking up a Saturday and Sunday wristband.

121. As a result, Billy incurred damages in the amounts of his payments of not only the Friday and Saturday passes, neither of which as of the date of this Complaint have been refunded, but also the train fares to come to New York City, as well as the paid time off used to attend the festival that, for him, never happened.

**F. Individual Plaintiff: Dewey Vo**

122. Plaintiff Duoc “Dewey” Vo is a resident of Richmond, Virginia.

123. Dewey purchased a ticket for the full three-day Ezoo festival.

124. Dewey took time off from work starting from the Thursday before Ezoo.

125. On Thursday, Dewey boarded a train to New York City and checked into his accommodations for the weekend.

126. On Friday, September 1, 2023, as Dewey was getting ready to attend the event, he received the notification that Friday had been canceled.

127. This news was especially devastating because many of Dewey’s favorite artists (Kx5, Galantis, The Chain Smokers, Acraze, Excision, Adventure Club, Ghengar, Chris Lake x Fisher, Mau P, HoneyLuv, Kaskade, Madeon, and Said the Sky) were all slated to perform on Friday.

128. While Dewey was still interested in seeing the other artists, the Friday lineup was the one Dewey was most excited about.

129. It was specifically in anticipation of the excellent Friday lineup that Dewey took days off from work and made sure to arrive in New York City on Thursday so that he would not miss any performance scheduled for Friday.

130. On Saturday, Dewey received the notification that Ezoo was postponed by 2 hours.

131. Not wanting to miss any time at all, Dewey arrived at Ezoo early at or around 2:30 PM to be one of the first ones in the venue.

132. Once he arrived, Dewey headed straight for the Main Stage.

133. Despite Defendants' representations, the stage was not yet completed and Dewey saw that workers were still working on setting up the Main Stage.

134. Dewey returned at around 4:30 PM, at which point the main stage was still not ready and no artists were performing.

135. It was not until 5:00 PM, *4 hours after when the Main Stage was initially supposed to be ready*, and 2 hours after Defendants said it was going to be ready, did Matroda start performing. Even then, the set up of the Main Stage remained ongoing.

136. Dewey stayed for Matroda and then Gryffin, and while in the middle of Gryffin, just as the music was building to a crescendo, the audio cut off completely for several minutes, destroying the atmosphere the artists had been creating.

137. After Gryffin, Dewey wanted to leave to use the restroom before attending Nghtmre, who was performing at a different stage.

138. To Dewey's horror, it had become impossible to leave.

139. The Defendants had constructed a series of bottlenecks which created an artificial funnel, leading to a human traffic tunnel that made it next to impossible for people to enter or leave the Main Stage.

140. Dewey found himself and his group trapped and unable to budge.

141. His group eventually spotted an "exit sign" and headed there, but once there, they were barred by security from exiting on the ground that the exit sign leads to a VIP section.

142. Altogether, it took nearly an hour to get out of the main stage, causing Dewey to miss a large chunk of Nghtmre's performance.

143. For the rest of the evening, Dewey and his group were so deeply traumatized by the experience that when they returned to the main stage, they felt comfortable only staying towards the very back of the stage where the crowding was less intense.

144. Unfortunately, they were not able to get nearly the level of immersive experience expected from the back of the stage as the audio-visual equipment was not set up correctly.

145. On Sunday, Dewey and his group arrived at the venue at around 3:00 PM.

146. Outside the entrance, there was a large mass of people crowded with no semblance of lines or order, in the hot scorching sunlight without shade or water, with the temperature reaching a high of 84 degrees Fahrenheit.

147. Defendants did not permit anyone to bring outside beverage, including water, to the venue, and there were no water refill stations outside the entrance.

148. Consequently, Dewey and his group were forced to stand in the relentless heat without succor or relief for over an hour.

149. When they were finally let in the venue, things were going fine only at the beginning.

150. The venue soon became increasingly overcrowded, with massive numbers of people packed at every stage.

151. The hot press of the crowds combined with the temperature of the day made every stage uncomfortably hot.

152. As the night went on, Dewey became increasingly uncomfortable with the overcrowding, but having paid so much for his ticket, he and his group stayed until the close.

153. At the end, while there were splashes of transcendental moments at the festival, the entire experience was a massive letdown and a bitter disappointment.

**G. Individual Plaintiff: Garry Huang**

154. Plaintiff Garry Huang is a resident of Queens, New York.

155. Garry had never been to Ezoo before and was excited for his first experience.

156. Garry purchased the Sunday only Ezoo passes for himself and his fiancé.

157. On Sunday, Garry arrived at Ezoo with his fiancé.

158. They parked their car in the Bronx and walked for about an hour to get to Randall's Island, arriving and getting in line before 6:00 PM.

159. There they waited in the hot afternoon sun for hours as the line slowly inched forward.

160. But at one point, the line stopped moving.

161. Garry checked his phone and saw Defendants' social media posts about the festival being oversold, but the post specifically stated that it did not apply to people who were already on the island and already in line, and so Garry and his fiancé continued to wait.

162. Then all of a sudden, someone shouted that the security was about to stop letting any more people in, and a tense atmosphere immediately settled on the crowd.

163. Garry had no idea whether this statement was true or not, but all of a sudden there was a surge of people rushing to get in.

164. Garry felt himself being pushed from behind, making him worry about the safety of himself and his fiancé.

165. Together Garry and his fiancé moved along with the crowd in an effort to avoid being trampled over.

166. Once they were pushed to the front of the line, they noticed that there was no staff attending the gates, and no one there to provide any sort of support or crowd control.

167. As the crowd pushed Garry and his fiancé forward, Garry continued to do his best to protect himself and his fiancé from being hurt, but when the surge pushed them to the gate, Garry's foot got caught in some wires.

168. Then one of the metal detectors that was at the entrance fell, hitting both Garry and his fiancé, and momentarily trapping Garry's leg.

169. It was a deeply frightening moment for them both, but fortunately Garry was able to get his leg out, and together Garry and his fiancé were finally able to limp to the side in order to allow the crowd to pass.

170. After checking for injuries, they both determined that they could still walk, but were in no condition to walk back to their car parked in the Bronx.

171. Together Garry and his fiancé limped into the festival, tired, wary, frightened and in pain, and looked for a place to simply sit and rest.

172. By then it was already dark, most of the festival had already passed, and almost all the major artists had concluded their sets.

173. Garry and his fiancé sat for a while, heard perhaps two sets from afar, and waited for their injuries to recover, before making it out of the venue.

174. During their brief stay there, they stayed well to the back of the venue to avoid the crowds, traumatized by their earlier experience, and worried about the intense crowding that took place. Needless to say, they derived little enjoyment from the experience.

#### **H. Individual Plaintiff: Jeff Wang**

175. Plaintiff Jeffrey Wang ("Jeff") is a resident of Paramus, New Jersey.

176. A few weeks before Ezoo, Jeff saw the set lists released by Defendants.

177. After reviewing the set list, Jeff decided to purchase tickets to Ezoo for Saturday access, as the artists he was most excited to see perform (Zedd, Alison Wonderland, Gryffin, Nghtmre, and Camelphat) were scheduled to perform on Saturday.

178. On Saturday Jeff arrived at Randall's Island around 4:00 PM, shortly after the event was scheduled to start, and at which point he got on the Will Call line to pick up his wristband.

179. Jeff waited for *four hours* on that line.

180. As he waited, he could hear hints of music in the background in the air, but even after the sky had darkened, Jeff was still far from the front of the line.

181. The line moved at a glacial pace, and as the day passed, people became more and more agitated about the situation.

182. Finally, at or around 8:00 PM, hungry, tired, and frustrated, Jeff left the line once it became clear that he was never actually going to get in the venue.

183. A friend who was with Jeff that and waited with him that day later told Jeff that he did not get into the venue until 10:00 PM, just *one hour* before the festival ended at 11:00 PM.

184. Jeff never got his wristband from the Will Call line that day, despite having waited for many hours in the relentless sunlight, and never got to saw a single artist for which he paid the price of admission to see.

### **I. Individual Plaintiff: Josh Chin**

185. Plaintiff Joshua Michael Chin ("Josh") is a resident of Los Angeles, California.

186. Josh purchased a three-day pass to Ezoo 2023.

187. In order not to miss a single moment of the festival, he flew in to New York City on Thursday before the first day of the festival.

188. It was while getting ready for the festival when he learned that the Friday event was cancelled, which was a big disappointment for Josh.

189. On Saturday, Josh arrived at Randall's Island at or around 4:30 PM. There, he encountered long and slow-moving lines and spent roughly 2 hours waiting before he was finally let in at or around 6:30 PM.

190. Once inside, Josh proceeded to the Main Stage, which he noticed was still not completed even as of 6:30 PM. Many of the screens which were supposed to be displaying the performances were instead completely blank.

191. During Gryffin's performance on the main stage, the audio was cut off for approximately five minutes, completely disrupting the atmosphere and ruining the entire set.

192. The most horrifying aspect for Josh was trying to leave the Main Stage after the end of Gryffin's performance.

193. Defendants had installed artificial chokepoints, which created a flood of people pushing and shoving one another.

194. Josh realized that he could not find a way to get out of the Main Stage and found himself trapped.

195. It took Josh an hour to exit the Main Stage.

196. For the rest of the evening, Josh found himself avoiding the Main Stage or at least avoiding moving towards the front of the Main Stage because of the experience.

197. The next day Josh arrived at Randall's Island at or around 4:30 PM.

198. There, he waited for over two and a half hours in the blistering sunlight without succor.

199. Josh did not observe any of the organizers distributing water or setting up shade to help alleviate the hot sweltering temperatures as people waited on the slow lines to get inside.

200. Just before 7:30PM, as Josh was nearing the front, the line stopped moving completely.

201. At some point, someone in the line shouted that the security was not letting people in.

202. This flatly contradicted Defendants' earlier post, which stated only people not already on the Island were not going to be allowed in.

203. All of a sudden there was a surge of people from all direction pushing to make it into the venue.

204. Josh found himself swept up in the crowd with no option but to move along, lest being trampled on by the crowd.

205. Eventually the surge of crowd pushed Josh into the venue, at which point there was not a single member of security present to monitor the crowd or offer assistance or even any directions or instructions.

206. By then, it was already late in the evening and the festival was almost over.

207. For the next hour or two, Josh stayed at the venue, catching only two sets before heading home.

208. Every stage Josh tried to visit was intensely overcrowded, with little opportunity to make his way towards the front or any section where he could fully immerse himself in the music.

209. On top of that, Josh was exhausted from the long, hot, sweltering wait, and the brush with being nearly trampled on.

**J. Individual Plaintiff: Willy Ngo**

210. Plaintiff Willy Ngo (“Willy”) is a resident of San Francisco, California.

211. Willy purchased a Friday-Saturday pass to Ezoo 2023. This was Willy’s first Ezoo experience.

212. As a passionate raver, Willy like many others flew in earlier in the week in order to be able to be able to attend each and every day of the festival.

213. Willy was especially excited about Friday because some of their favorite artists were scheduled to perform including Said the Sky and Madeon.

214. For this reason, Willy was in shock when they heard that Friday’s event was being cancelled, not believing it at first, thinking it was some sort of mistake or prank.

215. Their group then began inquiring if they could pick up their Will Call tickets Friday since they were already in New York City having arrived early. Their inquiries to Ezoo organizers all went unanswered.

216. On Saturday morning, Willy and his group left for Randall’s Island, making efforts to get there extra early even though they had heard the event start time was being postponed.

217. Despite getting there early, Willy saw a massive line on the Will Call line. While waiting on the line themselves, it seemed maybe not more than five people were getting their wristbands every half hour.

218. It was not until after 6:00 PM when Willy finally received their ticket and was able to make it into the venue.

219. By the time Willy got into the venue, many of their favorite artists that day had already played their sets, and Willy already missed them.

220. By the time Willy made it to the main stage, they barely caught the last few minutes of Timmy Trumpet.

221. Willy noticed right away that the sound quality was much poorer than expected.

222. On top of that, Willy noticed that there were no visuals. All the major EDM artists create visual displays that are intended to accompany their music and usually plays on the audio-visual equipment simultaneous with the music.

223. However the audio-visual equipment that day only showed the artists themselves, occasionally breaking down to show just a green screen, and had a few color filters that came on periodically. There were no artist generated visual accompanying displays.

224. This glaring lack of accompanying visuals was especially apparent when the next artist came on, Gryffin. All that was on display during Gryffin's performance was images of the artist himself with, again, some bland color filters.

225. While Gryffin was playing, Willy noticed that the sound quality was poor, and they could barely hear or feel the bass. There was also a staticky element to the music, as if the equipment was set up in a rush without adequate testing beforehand.

226. Once Gryffin ended, Willy and everyone there that night was treated to an unusually prolonged intermission before Alison Wonderland. During this long intermission, no music played at all, and no visuals were on display to entertain the crowd.

227. On top of the poor quality of the audio-visual equipment, Willy and their group experienced harassment by Defendants' security guards.

228. There was one moment during the evening when a security guard was barging through the crowd and stepped on the leg of one of Willy's friends. When Willy scolded the security guard

for his reckless conduct, the security guard told Willy to “fuck off” and continued stomping his way through the crowd.

229. All in all, Willy’s first Ezoo experience was a bitter disappointment, and a massive let down, especially in consideration of the distances traveled for Willy to be here.

#### **CLASS ACTION ALLEGATIONS**

230. Each named Plaintiff brings this action on their own behalf and on behalf of all people similarly situated.

231. The Class that Plaintiffs seek to represent consists of everyone who purchased tickets to Ezoo 2023, including people who purchased three-day passes and people who purchased single-day passes to any day(s) of the three-day festivals.

232. The people in the Class are so numerous, at approximately 75,000 people, that joinder of all such people is impracticable and the disposition of their claims in a class action is a benefit to the parties and to the Court.

233. Questions of law and fact common to the class predominate over any questions affecting only individual members, as claims by all members of the purported Class are based on the same conduct of the same Defendants, and the types of damages sustained by all members of the class are the same, *i.e.*, payments of tickets to Ezoo 2023, and expenses and lost time associated with attending, or waiting to attend, the event.

234. Plaintiffs’ claims are typical of the claims of the purported class as a whole, because Plaintiffs are damaged by the same conduct of the same Defendants that were directed at all members of the purported Class and affecting all members of the purported Class similarly.

235. Plaintiffs are fair and adequate representatives to protect the interests of the Class, as their interests are aligned with members of the Class and are not antagonistic or in conflict with the interests of the Class as a whole.

236. Class action is superior to other available methods for the fair and efficient adjudication of the controversy, as the aggregate damages to all purported Class Members caused by Defendants are enormous, but the amount of damage sustained by each individual member of the purported Class is not sufficient to justify litigation expenses.

**FIRST CAUSE OF ACTION**  
**Violation of N.Y. Gen. Bus. Law § 349 (Deceptive Acts and Practices)**

237. Plaintiffs incorporate, reaffirm, and reallege each and every allegation above as if fully set forth herein.

238. Defendants engaged in an act or practice that is deceptive in that they published and disseminated to Plaintiffs and Class Members with marketing materials and information stating that Ezoo 2023 was a three-day event, with each day starting at 1:00 PM and ending at 11:00 PM.

239. Defendants published and disseminated set lists to Plaintiffs and Class Members, describing a list of popular DJs and artists scheduled to perform on each of the three days during Ezoo 2023 festival.

240. Defendants led Plaintiffs and Class Members to believe that they would be permitted to enter the venue at a reasonable time after arrival, that the venues would be completed with the stages and equipment set up and in working order, and that the number of people attending would be reasonably within the festival venue's capacity, so as to prevent overcrowding and to ensure a safe and pleasant experience.

241. At no time prior to the Ezoo 2023 festival did Defendants disclosed to any of the Plaintiffs or Class Members that Defendants sold unlimited number of passes to Ezoo 2023, without regards to the capacity of the festival venue whatsoever.

242. At no time prior to Ezoo 2023 festival did Defendants disclose to any of the Plaintiffs or Class members that services (including but not limited to the number of staff working at the festival and equipment installations) would be drastically reduced, to the point of preventing a fully functional festival from taking place.

243. Defendants materially failed to deliver on what was marketed to Plaintiffs and Class Members.

244. Defendants' representations and omissions were deceptive to Plaintiffs, and would have been deceptive to any reasonable consumer.

245. Based upon the foregoing, each of the Plaintiffs and Class Members seeks to recover actual damages, or statutory damages of fifty dollars (\$50), whichever is greater, together with attorneys' fees pursuant to N.Y. Gen. Bus. Law § 349(h).

**SECOND CAUSE OF ACTION**  
**Violation of N.Y. Gen. Bus. Law § 350 (False Advertising)**

246. Plaintiffs incorporate, reaffirm, and reallege each and every allegation above as if fully set forth herein.

247. Defendants published and disseminated to Plaintiffs and Class Members with marketing and advertising materials stating that Ezoo 2023 was a three-day event, with each day starting at 1:00 PM and ending at 11:00 PM.

248. Defendants published and disseminated set lists to Plaintiffs and Class Members, describing a list of popular DJs and artists scheduled to perform on each of the three days during Ezoo 2023 festival.

249. Defendants described the sizes of the states and the grandeur of the audio and visual effects of Ezoo 2023 in the marketing and advertising materials published and disseminated to the Plaintiffs and Class Members.

250. Defendants further led Plaintiffs and Class Members to believe that they would be permitted to enter the venue at a reasonable time after arrival, that the venues would be completed with the stages and equipment set up and in working order, and that the number of people attending would be reasonably within the festival venue's capacity, so as to prevent overcrowding and to ensure a safe and pleasant experience.

251. At no time prior to the Ezoo 2023 festival did Defendants disclosed to any of the Plaintiffs or Class Members that Defendants sold unlimited number of passes to Ezoo 2023, without regards to the capacity of the festival venue whatsoever.

252. At no time prior to Ezoo 2023 festival did Defendants disclose to any of the Plaintiffs or Class members that the stages were substantially smaller than advertised and that the audio and visual equipment would not be in working order so as to provide the proper effects as advertised.

253. At no time prior to Ezoo 2023 festival did Defendants disclose to any of the Plaintiffs or Class Members that services (including but not limited to the number of staff working at the festival) would be drastically reduced, to the point of preventing a fully functional festival from taking place.

254. Defendants materially failed to deliver on what was advertised and marketed to Plaintiffs and Class Members.

255. Defendants' advertising and marketing materials were misleading in various material respects as described above.

256. Based upon the foregoing, each of the Plaintiffs and Class Members seeks to recover actual damages, or statutory damages of five hundred dollars (\$500), whichever is greater, together with attorneys' fees pursuant to N.Y. Gen. Bus. Law § 350-e(3).

**THIRD CAUSE OF ACTION**  
**Fraud**

257. Plaintiffs incorporate, reaffirm, and reallege each and every allegations above as if fully set forth herein.

258. Defendants made various representations to Plaintiffs and Class Members regarding Ezoo 2023 festival, as alleged above, knowing these representations were false or without regards to the truth or falsity of the representations.

259. Defendants made the representations with an intent to induce Plaintiffs and Class Members to purchaser tickets to Ezoo 2023.

260. Defendants representations regarding Ezoo 2023 turned out to be materially false and/or contained material omissions.

261. In reasonable reliance of Defendants' representations, Plaintiffs and Class Members purchased tickets to Ezoo 2023 and incurred other expenses to attend Ezoo 2023.

262. Based upon the foregoing, Plaintiffs seek judgment against Defendants in an amount to be determined at trial of approximately \$1,000 on average for each member of the entire Class of approximately 75,000 individuals for total damages of not less than \$75,000,000 and reasonable attorney's fees and costs, together with punitive and exemplary damages to the extent allowable by law.

**FOURTH CAUSE OF ACTION**  
**Negligence and Gross Negligence**

263. Plaintiffs incorporate, reaffirm, and reallege each and every allegation above as if fully set forth herein.

264. Defendants owed a duty of care to the Plaintiffs and the class as they all purchased tickets to Ezoo 2023.

265. This includes a duty of care to ensure that the event was ready on Friday, September 1, 2023, and that all the stages were set up, all the equipment tested, and the event ready to admit attendees.

266. Defendants breached that duty of care when they cut corners with respect to the production, including hiring of inexperienced, untrained, undertrained, and/or unqualified non-union laborers and failing to spend on the cost of production what was necessary.

267. Defendants owed a duty of care to enable all those who purchased tickets to Ezoo 2023 to enter the venue within a reasonable amount of time upon arrival.

268. Defendants breached that duty when they failed to hire sufficient staff in order to accommodate the number of people Defendants should have anticipated would be at the venue in order to allow for reasonably speedy entry to the venue, both at the entrance lines and at the Will Call booth.

269. Defendants also owed a duty of care to make arrangements such that those who needed to pick up their wristbands at the Will Call booth could have received the wristbands reasonably promptly without waiting in line for hours or even for an entire day.

270. Defendants breached that duty of care when they failed to hire sufficient staff to manage the Will Call booth, when they failed to distribute wristbands on Friday, and/or when they

failed to publicize the availability of distribution of Will Call wristbands notwithstanding the cancellation of the event on Friday.

271. Defendants owed Plaintiffs and Class Members a duty of care to ensure that the stages were completed before the festival was scheduled to begin and that the equipment was in good, working order.

272. Defendants breached that duty of care when they presented Plaintiffs and Class Members with incomplete stages and malfunctioning/non-functioning audio-visual equipment.

273. Defendants owed a duty of care to ensure that the crowds are adequately managed such that Plaintiffs and Class Members could ingress and egress each stage with reasonable ease and without undue and protracted impediments.

274. Defendants breached that duty of care when they constructed artificial chokepoints which prevented the inflow and outflow of guests in a sensible manner which resulted in overcrowding on the Main Stage and attendees at the Main Stage being trapped and unable to leave to go to other stages.

275. Defendants owed a duty of care to ensure that the number of attendees at Ezoo 2023 festival would at all times be within the capacity of the venue and allow for maintenance of safe conditions without overcrowding.

276. Defendants breached that duty when they oversold the total number of tickets and allowed entries by thousands of people above and beyond the capacity of the venue and in excess of the maximum number allowed for maintenance of safety standards.

277. Plaintiffs suffered various injuries as a result of Defendant's negligence including the loss of multiple hours of access to the events for which Plaintiffs paid, and being presented with a

seriously flawed festival marred by major glitches to the audio and visual equipment, and being subject to overcrowding and being prevented from being able to move from stage to stage freely.

278. Plaintiffs' injury flowed directly from Defendants' negligence and carelessness with respect to the hiring of adequate and qualified staff and contractors and avarice with respect to cutting costs and increasing profits at the expense of ensuring the safety and the delivery of the promised experience to guests.

279. The harm to Plaintiffs was foreseeable. Ezoo is a recurring event and has been held for a decade and a half without any major issues until this year. Defendants were aware that people come to attend Ezoo from across the country and that they many would necessarily incur airfare and accommodation expenses associated with this event, in addition to costs of tickets to Ezoo. Defendants were aware that as the first day of the festival started on Friday, many others would use personal time off to make sure they could attend for the entire weekend.

280. Wherefore Plaintiffs seeks judgment against Defendants in an amount to be determined at trial of approximately \$1,000 on average for each member of the entire Class of approximately 75,000 individuals for total damages of not less than \$75,000,000 and reasonable attorney's fees and costs, together with punitive and/or exemplary damages to the extent allowable by law.

**FIFTH CAUSE OF ACTION**  
**Breach of Contract**

281. Plaintiffs incorporate, reaffirm, and reallege each and every allegation above as if fully set forth herein.

282. By selling tickets to Ezoo 2023, Defendants agreed to organize and provide access to Ezoo 2023 according to specifications presented to potential purchasers of the tickets.

283. Such specifications Defendants agreed to contractually to ticket purchasers included i) a *three*-day music festival, with entry made accessible from 1:00 PM to 11:00 PM every day from Friday September 1, 2023 to Sunday, September 3, 2023; ii) specific artists to perform during the festival in accordance to set lists distributed to Plaintiffs and Class Members; iii) stage space and audio-visual effects in the grandeur scale and proper working order as represented to Plaintiffs and Class Members to induce them to purchase tickets to Ezoo 2023; iv) adequate staffing and service necessary and customary for a large scale event.

284. Plaintiffs fulfilled their end of the bargain through payment to Defendants for the tickets to attend Ezoo 2023.

285. Defendants failed to fulfill their end of the bargain by cancelling of the first day, Friday September 1, 2023; late start on Saturday, September 2, 2023 without any corresponding addition of time in the evening; failing to manage the Will Call booth so as to allow ticket holders to pick up their wristbands in a reasonably timely manner without waiting in line for hours or an entire day, thereby losing time or the entire opportunity to attend the festival; failing to complete the stages and the setup of audio-visual equipment before the Ezoo 2023 festival was scheduled to begin; overselling Ezoo 2023 tickets, leading to massive overcrowding that prevented full participation in the festival by each ticket holder.

286. Each of the above failures constitutes a material breach by Defendants of their contractual obligations to Plaintiffs, which Plaintiffs had paid for.

287. Plaintiffs incurred damages including the payment of their tickets for Ezoo 2023, travel expenses for coming to New York City, use of personal time off, the cost of accommodations in New York City, including but not limited to hotel expenses, and loss of bargained for benefits, *i.e.*, attendance of a festival in the kind, duration, and quality as promised by Defendants.

288. Wherefore Plaintiffs seeks judgment against Defendants in an amount to be determined at trial of approximately \$1,000 on average for each member of the entire Class of approximately 75,000 individuals for total damages of not less than \$75,000,000 and reasonable attorney's fees and costs, together with punitive and/or exemplary damages to the extent allowable by law.

**SIXTH CAUSE OF ACTION**  
**Promissory Estoppel**

289. Plaintiffs incorporate, reaffirm, and reallege each and every allegation above as if fully set forth herein.

290. Defendants made representations to Plaintiffs that Ezoo was going to be a three-day event with such representations being made, and reinforced, up to and until Friday, September 1, 2023.

291. Defendants' representations were clear and unambiguous, with Defendants releasing a set list showing all the artists who were scheduled to perform on Friday, September 1, 2023.

292. Plaintiffs and Class Members, in reliance on Defendant's representations, took days off from work on Thursday and Friday, August 31, 2023 and September 1, 2023.

293. Plaintiffs and Class Members, in reliance on Defendant's representations, made arrangements with respect to transportation and accommodations, arriving in New York City Thursday night, expecting Ezoo to be a three-day event starting Friday early afternoon.

294. The start date of the event was reasonably within Defendants' control and had Defendants properly invested in the event, the event would have proceeded on time and on schedule.

295. Notably other major EDM festivals have all managed to proceed on time, with no other festival organizer having had to cancel any of the festival days due to “global supply chain” issues.

296. Based upon the forgoing, Plaintiffs seek judgment against Defendants in an amount to be determined at trial of approximately \$1,000 on average for each member of the entire Class of approximately 75,000 individuals for total damages of not less than \$75,000,000 and reasonable attorney’s fees and costs, together with punitive and/or exemplary damages to the extent allowed by law.

**SEVENTH CAUSE OF ACTION**  
**Unjust Enrichment**

297. Plaintiffs incorporate, reaffirm, and reallege each and every allegation above as if fully set forth herein.

298. Defendants received benefits from Plaintiffs and Class Members in the form of payments for tickets to Ezoo 2023.

299. Defendants retained the benefits without providing services promised in exchange for those benefits.

300. It would be unjust to allow Defendants to retain the benefits.

301. Based upon the foregoing, Plaintiffs and Class Members seek return of all money that they paid to Defendants in connection with Ezoo 2023, together with reasonable attorneys’ fees and costs, as well as punitive and exemplary damages as allowable by law.

**JURY TRIAL DEMANDED**

Plaintiffs demand a trial by jury on all issues so triable.

WHEREFORE, the Plaintiff, on behalf of themselves and members of the Class, respectfully demand judgment against Defendants as follows:

- a. Awarding damages in an amount to be proved at trial in an amount of not less than \$1,000 per member of the Class in either actual damages or statutory damages, for total damages in the amount of not less than \$75,000,000 in compensatory damages;
- b. Awarding any applicable punitive and/or exemplary damages as allowable by law;
- c. Declaring that this action is properly maintainable as a class action, certifying the Class as every person who purchased tickets to Ezoo 2023, appointing Plaintiffs as Class representatives, and appointing DGW Kramer LLP as Class counsel;
- d. Awarding Plaintiffs and the Class attorneys' fees and costs as may be permitted under any cause of action;
- e. Awarding Plaintiffs and the Class such other and further relief as this Court may deem just and proper under the circumstances.

Dated: November 15, 2023  
New York, New York

Respectfully Submitted,

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